



CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZENHAUSER, M.D., M.P.H.
Interim Health Officer

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www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

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December 18, 2015

TO: Each Supervisor

FROM: Cynthia A. Harding, M.P.H.
Interim Director

SUBJECT: **NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO ACCEPT SUBAWARD NUMBER 1021163 FROM THE PUBLIC HEALTH INSTITUTE FOR THE PUBLIC HEALTH LEARNING COLLABORATIVE FOR URBAN HEALTH DEPARTMENTS**

This is to notify you that I am exercising the delegated authority approved by your Board on July 28, 2015, to accept and execute grants and awards from federal, State, and other public and private agencies in amounts not to exceed \$500,000 per grant award per budget period or annual term, that are in furtherance of the Department of Public Health's (DPH) mission, subject to: provision of an Anticipated Grant Award memo to your Board a minimum of two weeks prior to notification that the grant is being accepted; review and approval as to form by County Counsel; review by the Chief Executive Office (CEO) Risk Management as needed; and notification to your Board and the CEO to include significant contractual provisions required by the grantor that depart from standard Board-approved language, including insurance and indemnification.

Under this authority, I will accept Subaward Number 1021163, issued by the Public Health Institute, in the amount of \$30,000, for the period of January 1, 2016 through June 30, 2017. This funding is made possible through a grant to the Public Health Institute from the Kresge Foundation. As outlined in the attached Anticipated Grant Award memo sent to your Board on October 26, 2015, these funds will allow DPH to establish an interdepartmental workgroup that will identify goals to help reduce the health impacts of extreme heat, worsening air quality, frequent and severe wildfires, and other public health challenges posed by climate change.

County Counsel has reviewed and approved Subaward Number 1021163 as to form and advised that I inform your Board that the general terms and conditions that are incorporated into the Subaward include: 1) a provision requiring each party to indemnify, defend, and hold harmless the other party and its directors, officers, members, employees, contractors, and agents; 2) a limitation of liability provision that prevents either party from recovering for indirect, incidental, special, consequential, or punitive damages resulting from negligence or otherwise; and 3) a mandatory arbitration provision should a dispute arise. I have been advised by CEO Risk Management and County Counsel of the risks associated with this provision. However, I believe

Each Supervisor
December 18, 2015
Page 2

these risks are acceptable in light of the need for the services and the resulting benefit to public health.

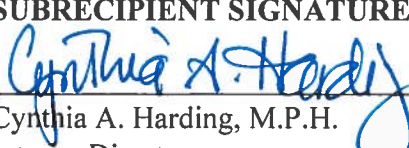
County Counsel has reviewed and approved this delegated authority action.

If you have any questions or require additional information, please let me know.

CAH: gc
#03479

Attachment

c: Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

SUBAWARD AGREEMENT	
AGREEMENT NUMBER: 1021163	
PAYMENT TYPE: Fixed Price	
PERIOD OF PERFORMANCE: January 1, 2016 through June 30, 2017	
TOTAL AMOUNT: Fixed Price of \$30,000	
PRIME AWARD RECITALS	
PRIME SUBAWARD FUNDING AGENCY: The Kresge Foundation	
PRIME SUBAWARD NUMBER: 05012	
PHI's PROGRAM NAME: Climate Change, Health and Equity Nexus: Framework to Action.	
SUBRECIPIENT INFORMATION	
County of Los Angeles-Department of Public Health 313 North Figueroa Street, Suite 708 Los Angeles, CA 90012 Mailing address: 5050 Commerce Drive Baldwin Park, CA 91706	AUTHORIZED REPRESENTATIVE Cynthia A. Harding, Interim Director Email: charding@ph.lacounty.gov Tel: 213-240-8156
PRIME RECIPIENT INFORMATION	
PUBLIC HEALTH INSTITUTE 555 12 th Street, 10 th Floor Oakland, CA, USA 94607 Tel: 510-285-5500	AUTHORIZED REPRESENTATIVE Teresa Leung, Director of Grants & Contracts Email: tleung@phi.org Tel: 510-285-5722
PROGRAM REPRESENTATIVE Name: Linda Rudolph Email: Linda.Rudolph@phi.org Tel: 510-206-9713	ADMINISTRATIVE REPRESENTATIVE Kimberlee Yates, Grants and Contracts Specialist Email: kyates@phi.org Tel: 916-285-1228
The Public Health Institute (PHI) hereby enters into this Subaward as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Los Angeles, Department of Public Health is hereafter referred to as "Subrecipient." The Subrecipient agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subaward.	
SUBRECIPIENT SIGNATURE  Cynthia A. Harding, M.P.H. Interim Director	PUBLIC HEALTH INSTITUTE Teresa Leung Director, Grants and Contracts

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SUBRECIPIENT INFORMATION

County of Los Angeles-Department of Public Health

313 North Figueroa Street, Suite 708

Los Angeles, CA 90012

Mailing address: 5050 Commerce Drive

Baldwin Park, CA 91706

AUTHORIZED REPRESENTATIVE

Cynthia A. Harding, Interim Director

Email: charding@ph.lacounty.gov

Tel: 213-240-8156

PRIME RECIPIENT INFORMATION

PUBLIC HEALTH INSTITUTE

555 12th Street, 10th Floor

Oakland, CA, USA 94607

Tel: 510-285-5500

AUTHORIZED REPRESENTATIVE

Teresa Leung, Director of Grants & Contracts

Email: tleung@phi.org

Tel: 510-285-5722

PROGRAM REPRESENTATIVE

Name: Linda Rudolph

Email: Linda.Rudolph@phi.org

Tel: 510-206-9713

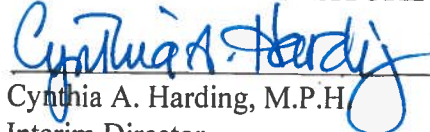
ADMINISTRATIVE REPRESENTATIVE

Kimberlee Yates, Grants and Contracts Specialist

Email: kyates@phi.org

Tel: 916-285-1228

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SUBRECIPIENT SIGNATURE


Cynthia A. Harding, M.P.H.
Interim Director

Date

PUBLIC HEALTH INSTITUTE

Teresa Leung

Director, Grants and Contracts

Date

**SUBAWARD OF FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
PUBLIC HEALTH INSTITUTE
AND
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**

- 1. PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subaward is expected to start and end as follows unless amended by both parties:
 - Start Date: January 1, 2016
 - End Date: June 30, 2017
- 2. PURPOSE OF SUBAWARD:** Subrecipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives).
- 3. TOTAL AMOUNT:** This Subaward is for the total fixed price amount of \$30,000.
- 4. USE OF FUNDS:** This Subaward is to be used in accordance with the Subrecipient's approved budget outlined in Exhibit A (Statement of Objectives). Subrecipients must obtain prior approval of PHI to make materials changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing.
- 5. INVOICES:** Subrecipient will invoice PHI for services rendered in accordance with Exhibit A (Statement of Objectives) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative, Linda Rudolph, of the Subrecipient's invoices, PHI will pay Subrecipient, in arrears, the total fixed price amount specified above. PHI will have no obligation to pay Subrecipient for invoices submitted more than 30 days after the date of expiration of this agreement. Invoices will be on letterhead and include: Agreement Number, Subrecipient Name, Subrecipient Mailing Address, Subrecipient Telephone, Invoice Number, Invoice Period, and Signature. For fixed price agreements, invoices must include a description of objectives achieved and payment amount.
- 6. RECORD RETENTION:** Subrecipient will preserve and retain all of its financial records supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for five years from the date of final payment.
- 7. SUBRECIPIENT MONITORING:** Subrecipient shall cooperate with PHI in its efforts to monitor the activities of Subrecipient as necessary to ensure that awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contract or grant agreements and that performance goals are achieved.
- 8. USE OF MATERIALS:** PHI shall have the right to use, reproduce, and authorize others to use and reproduce, any materials produced pursuant to this Subaward.
- 9. ACKNOWLEDGMENT:** Subrecipient will acknowledge this financial support as follows:

“Funding is provided by the Climate Change, Health and Equity, a program of the Public Health Institute, through funding from the Kresge Foundation.”

10. **INDEPENDENT CONTRACTOR:** Subrecipient is an independent contractor and for no purpose will any of its officers, directors, members, employees, volunteers, Subrecipient or agents be considered an employee of PHI or the Funding Agency, if any.
11. **CONFIDENTIALITY:** Subrecipient agrees to hold in strict confidence and not disclose or permit others to disclose confidential or proprietary information or materials disclosed to Subrecipient by PHI in the course of this Subaward.
12. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents.
13. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
14. **INSURANCE AND LICENSES:** Subrecipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by applicable law.
15. **EXCUSABLE DELAY:** If Subrecipient is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subaward will be extended for a period equivalent to the delay.
16. **INTERFERING CONDITIONS:** Subrecipient agrees to promptly notify PHI of any condition that might interfere with this Subaward. Notification will not relieve Subrecipient of any responsibilities hereunder.
17. **DEBARMENT CERTIFICATION:** Subrecipient certifies that it is not listed as debarred or suspended in www.sam.gov. Subrecipient will incorporate the requirements of this section in all non-exempt lower tier transactions.
18. **ANTI-TERRORISM:** Subrecipient certifies, that to the best of your knowledge, your organization, members of your governing body, your staff, and any consultants/contractors for your project do not advocate, plan, sponsor, commit, threaten to commit, or support terrorism. By your acceptance of this Subaward, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other applicable laws, administrative rules, and Executive Orders. By accepting this Subaward, you further agree that all funds, including subawards, will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders. Subrecipient certifies that you will not provide material support or resources to an individual or entity that you know, or have reason to know, is acting as an agent for any

individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, and will immediately cease such support if an entity is so designated after the date of the Subaward Agreement.

- 19. WHISTLEBLOWER:** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Subrecipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Subaward. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) requires that (a) this Subaward and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. (b) The Subrecipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. (c) The Subrecipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 20. COMPLIANCE WITH LAW:** Subrecipient agrees to comply with all relevant state and federal statutes and regulations.
- 21. GOVERNING LAW:** The validity, construction, and effect of this Subaward will be governed by the laws of the United States of America and the State of California.
- 22. SEVERABILITY:** If any provision of this Subaward is held in conflict with law, the validity of the remaining provisions will not be affected.
- 23. TERMINATION:** PHI or Subrecipient may terminate this Subaward agreement without cause upon thirty (30) days written notice to the other party.
- 24. DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subaward, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- 25. NON-ASSIGNMENT:** This Subaward is not assignable by Subrecipient without the prior written consent of PHI.
- 26. SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subaward will not extinguish any previously-accrued rights or obligations of the parties.
- 27. NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subrecipient's Authorized Representative named on the cover page of this agreement.

28. ENTIRE AGREEMENT: This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

EXHIBIT A
STATEMENT OF OBJECTIVES
PART A.

Deliverable	Due Date	Detail
1. Local climate change and health assessment	November phone call with Center	Conduct a preliminary and informal scan of activities pertinent to climate change and health within the local jurisdiction, including <ul style="list-style-type: none"> i. Activities directly related to climate change within local health department (e.g. vulnerability assessments, community education on climate, etc.) ii. Activities related to health co-benefits of climate solutions (e.g. active transportation, local food systems) iii. Climate-change related activities of sister agencies within jurisdiction (e.g. emergency services, planning, public works) iv. Local health care system activities related to climate change mitigation or preparedness v. Community-based organizations engaged in activities directly related to climate change or in advocacy around healthy communities and/or health equity and social justice
2. Quarterly progress reports	1. March 31, 2016 2. June 30, 2016 3. Sept. 30, 2016 4. December 31, 2016 5. March 31, 2017	Subrecipient must use Template provided. (Template will be provided at first collaborative meeting in January, 2016).
3. Final report	July 31, 2017	Subrecipient must use Template provided. (Template will be provided in January 2017), Final report will include a narrative and financial report.
4. Attend learning collaborative meetings	1. Jan. 13-14, 2016 2. May, 2017 (dates TBD)	Each Subrecipient Department must send two (2) project participants, including the project manager, to the learning collaborative meetings in Oakland, California. Subrecipients will be separately reimbursed for reasonable travel costs. Project manager may choose to include either a staff person or a community partner.
5. Participate in learning collaborative	Monthly	Subrecipients will meet monthly by phone or webinar for one hour or two hours. <ul style="list-style-type: none"> i. Alternative months (February, April, June, August, October, December, February, April) will consist of one hour teleconferences with Center/PHI staff to discuss project progress and challenges. ii. Alternative months (March, May, July, September, 6. November, January, March) will consist of two hour webinars or teleconferences with all learning collaborative participants.

6. Conduct activities per work plan		Subrecipient will complete activities per submitted (revised) workplan and SOW Part B below
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PART B.

Objective/Activities	Deliverables	Timeline
1. Objective: Engage DPH divisions in implementing the <i>Five Point Plan</i>		
Activities:		
1.1. Meet with division directors and program directors to determine current mitigation and resilience activities and steps for new ones	a. Notes from meetings b. Designation of division and program representatives to intradepartmental workgroup c. Preliminary list of current activities and potential new activities	January 1, 2016 – July 1, 2016
1.2. Establish an intradepartmental climate change workgroup with representatives from DPH divisions	a. Expanded list of current activities and potential new activities b. Final list of five goals related to expanding or initiating climate measures at the program or division level	July 1, 2016 – September 1, 2016
1.3. Elicit community feedback on how to achieve goals	c. Notes from meetings, containing ideas for steps that should be included in action plans	September 1, 2016 – November 1, 2016
1.4. Develop minimum of five action plans to meet stated goals	a. Five action plans, including method for tracking progress	September 1, 2016 – February 1, 2017
1.5. Hire web designer or graphic designer to engage DPH-wide interest and	a. Climate & Health Initiative logo b. Improved webpage, newsletter, or other method	January 1, 2016 –

brand efforts	of disseminated information internally	December 31, 2016
1.6. Determine system for sustaining staff interest in climate change mitigation and resilience efforts (e.g. contests, awards of recognition, incentive program) in climate	a. System for sustaining staff interest	January 1, 2016 – December 31, 2016
2. Objective: Improve DPH's preparedness for and response to extreme heat events		
Activities:		
2.1. Use intradepartmental workgroup established in Activity 1.2 to develop list of measures for improving preparedness and response to extreme heat	a. List of proposed measures for improving preparedness and response to extreme heat	September 1, 2016 – October 1, 2016
2.2. Refine list of proposed measures based on feedback from other County departments and external partners; identify concrete deliverables	a. Expanded list of measures for DPH Extreme Heat Response Framework, with deliverables noted	October 1, 2016 – January 1, 2017
2.3. Further refine list of proposed measures based on feedback from external partners, including community groups; finalize deliverables	b. Final list of measures for DPH Extreme Heat Response Framework, with deliverables noted	October 1, 2016 – January 1, 2017
2.4. Develop Extreme Heat Response Framework in time	a. Finalized DPH Extreme Heat Response Framework	January 1, 2017 –

for summer 2017		June 30, 2017
2.5. Begin implementing program activities (e.g. monitoring systems, mapping) to support implementation of the Extreme Heat Response Framework	a. Action plan for six-month deliverables, with progress tracked	January 1, 2017 – June 30, 2017

EXHIBIT B PAYMENT SCHEDULE

The Subrecipient will be paid the total fixed price amount of \$30,000 as follows:

Date of Payment	Required Deliverable(s) to Obtain Payment	Amount
January 10, 2016	<ul style="list-style-type: none"> Scan of Jurisdiction Climate Change and Health Activities; Participation of two project participants in first learning collaborative meeting 	\$15,000.00
January 1, 2017	<ul style="list-style-type: none"> Completion of four quarterly reports; Participation in monthly meetings Notes on meetings with leadership/staff List of current and potential activities List of goals for expansion/initiation of climate measures across programs/divisions Notes from community meetings List of proposed measures for Extreme Heat Response Framework 	\$10,000.00
August 1, 2017	<ul style="list-style-type: none"> Completion of final report Participation in monthly meetings Participation of two project participants in second learning collaborative meeting Action plans and tracking indicators Extreme Heat Response Framework, measures, and action plan 	\$5,000.00